

EXHIBIT B (Part 1)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

DELPHI CORPORATION, et al.

Chapter 11
Case No. 05-44481 (RDD)
Jointly Administered

DELPHI CORPORATION, et al.,

Plaintiffs,

Adv. Pro. No. 07-02484(RDD)

Against

MSX, MSX INTERNATIONAL AND MSX
INTERNATIONAL, INC.,

Defendants.

DECLARATION OF KIM DOWNEY

Kim Downey declares as follows:

1. I am employed by MSX International, Inc. ("MSX") as its Credit Manager/Cash Applications Department.
2. I make this Declaration upon personal knowledge, and if called as a witness would testify to the facts stated herein.

3. My job duties include overseeing MSX's cash application procedures, including payments and collections.

4. I have been the person within MSX designated as responsible for collecting MSX's documents and records relating to its business relationship with Delphi Corporation and its affiliated companies (collectively "**Delphi**"), with a concentration on documents and records for the time period from in or about October 2003 through October 2005.

MSX Is Prejudiced In Not Being Able To Locate Pertinent Documents

5. To gather the records, I had all documents identified as Delphi records for the pertinent time period pulled from storage. To the extent available, I had former employee records pulled from storage to try to locate pertinent Delphi records. I also had pulled MSX's accounts receivable, cash receipts records and bank statements from January 2005 through October 2005. In addition, I had archived electronic data relating to Delphi reloaded into MSX's computer system.

6. Excluding time and payment records for MSX employees and subcontractors, the documents I could find only fill two boxes. MSX should have had several times that many boxes of documents from its Delphi relationship.

7. Despite all these efforts, MSX could not locate all the pertinent documents from the Delphi-MSX relationship. The documents MSX could not find include:

(a) Purchase Order Documentation: MSX originally had copies of requests for quotes, statements of work, award letters, purchase orders and purchase order alterations, or amendments and differing versions for each purchase order. Statements of work, requests for quotes and award letters could not be located. I estimate that we can locate less than half of the pertinent purchase orders and related purchase order

alterations and versions. MSX is missing purchase order alterations, amendments or versions for virtually every purchase order it could find.

(b) Releases: A release is an authorization from the customer, such as Delphi, to the supplier, such as MSX, to provide services under a purchase order and to bill for the services. A release always relates to a particular purchase order. An example is Release No. FDR28004, a copy of which is attached as Exhibit 1. I estimate that we could find less than one-third of the pertinent releases.

(c) Remittance Detail. Remittance detail informs a supplier which invoices are being paid by a particular transfer. When MSX received payments from Delphi, the payments were not accompanied by advice from Delphi as to which invoices were being paid by those payments. Moreover, payment amounts did not necessarily match invoice amounts. Instead, remittance detail was generally available for MSX to access on a website maintained for Delphi (the “**Delphi Website**”). MSX could view that information, and if it chose, print a copy of it. Because the information, back in 2005, was readily available on the website, MSX did not regularly choose to print and store the data, but only intermittently printed and stored data. The Delphi Website and the information on it is no longer available to MSX. I believe it was in 2008 when the Delphi website became unavailable. Now, MSX cannot locate remittance detail for a significant portion of the alleged transfers.

(d) Communications. Delphi and MSX had regular written communications – usually in the form of emails. In addition, MSX people would create memos or notes documenting oral discussions with MSX. For example, not all remittance detail was provided on the Delphi website, so that MSX would have to call Delphi to find out how

to allocate payments it received. We cannot find notes or memos of many such discussions. In addition, based on the small amount of correspondence found, much of the correspondence was not preserved.

The Amended Complaint Is Riddled With Errors

8. The Original Complaint against MSX listed only 14 transfers totaling \$4,435,376.74 from Delphi to MSX, between July 28, 2005 and October 7, 2005. A copy of Exhibit 1 to the Complaint to Avoid and Recover Transfer Pursuant to 11 U.S.C. §§ 547 and 550 (the “**Original Complaint**”) is attached hereto as Exhibit 2.

9. The proposed Amended Complaint against MSX lists 116 transfers totaling \$9,846,886.59. The only Plaintiff in the Amended Complaint is Delphi Automotive Systems, LLC (“**DAS**”). A copy of Exhibit 1 to the proposed First Amended Complaint to Avoid and Recovery Transfer to 11 U.S.C. §§ 547 and 550 (the “**Amended Complaint**”) is attached hereto as Exhibit 3. There is no explanation as to why the Amended Complaint added transfers and dollar amounts not included in the Original Complaint.

10. With respect to the \$9,846,886.59 in transfers alleged in the Amended Complaint:

(a) the Amended Complaint added 102 transfers and \$5,411,509.85 in transfers not alleged in the Original Complaint;

(b) no antecedent debt information of any manner at all is provided for \$2,449,965.70 in transfers;

(c) the antecedent debt information provided for another \$478,701.32 in transfers is inadequate such that the antecedent debt cannot be identified;

(d) \$3,341,468.72 of the transfers were not on account of antecedent debt to DAS because the transfers were for services provided under purchase orders issued by

Delphi Corporation as the buyer and obligor, not DAS;

(e) \$3,352,936.26 in transfers were on an assumed contract; and

(f) \$540,603.63 in transfers were not on account of antecedent debt because they were duplicate payments on previously paid invoices.

Many of the alleged transfers suffer from multiple deficiencies so that the total of these deficiencies far exceed the \$9,846,886.59 alleged in the Amended Complaint.

**The Amended Complaint Adds New Transfers
Not Included In The Original Complaint**

11. The Amended Complaint has \$5,411,509.85 in added transfers not included in the Original Complaint (the “Added Transfers”):

(a) The Original Complaint had two transfers on 10/7/2005 totaling \$362,813.10. Amended Exhibit 1 has 60 new transfers on 10/7/2005 totaling \$4,145,068.66.

(b) The Original Complaint had one transfer on 9/20/2005 totaling \$274,344.86. The Amended Complaint has three new transfers on 9/20/2005 totaling \$548,689.72.

(c) The Original Complaint had one transfer on September 2, 2005 for \$417,965.43. The Amended Complaint has 20 new transfers on 9/2/2005 totaling \$835,930.86.

(d) The Original Complaint had one transfer on 8/2/2005 for \$904,619.03. The Amended Complaint has 24 new transfers on 8/2/2005 for \$1,809,238.06.

12. MSX did not receive any of the Added Transfers.

13. The Amended Complaint doubles the amounts of five transfers in the Original Complaint, from \$25,476.97 to \$50,953.94. These five alleged doubled Amended Transfers in the Amended Complaint are summarized as follows:

Transfer Date	Original Exhibit 1 Transfer Amount	Amended Exhibit 1 Transfer Amount
7/18/2005	\$2,200.00	\$4,400.00
7/19/2005	\$3,786.23	\$7,572.46
8/8/2005	\$10,368.00	\$20,736.00
8/23/2005	\$6,702.74	\$13,405.48
9/15/2005	\$2,420.00	\$4,840.00
TOTAL	\$25,476.97	\$50,953.94

MSX did not receive the \$25,476.97 in allegedly doubled transfers.

14. The dollar amount of another transfer increased by over 35 times! The Original Complaint identified a 9/8/2005 transfer in the amount of \$192.00, but increased it to \$7,040.00 in the Amended Complaint. This increase did not happen -- MSX did not receive the increased \$6,848.00 amount.

DAS Does Not Identify Antecedent Debt

15. In Paragraph 22 of the Amended Complaint, DAS alleges that it has identified the purchase orders, invoices or bills of lading evidencing the antecedent debt for the transfers. This is not true.

16. DAS' antecedent debt information is supposed to be supplied by a column on Exhibit 1 to the Amended Complaint entitled "Antecedent Debt/Purchase Order/Invoice Number" (the "**Antecedent Debt Column**"). The Antecedent Debt Column is blank with no information at all with respect to three transfers totaling \$2,449,965.70, as follows:

Transfer Date	Transfer Amounts	Antecedent Debt/Purchase Order/Invoice Number
09/16/2005	\$1,658,429.59	
09/30/2005	\$354,483.50	
10/06/2005	\$437,052.61	
Total	\$2,449,965.70	

17. None of the Antecedent Debt Column entries are invoice numbers.

18. Only 29 of the 116 Antecedent Debt Column entries are purchase order numbers, summarized on Exhibit 4 hereto.

19. The Antecedent Debt Column entry described below is in a format MSX does not recognize, but it is not a purchase order number nor an invoice number:

Transfer Date	Transfer Amounts	Antecedent Debt/Purchase Order/Invoice Number
10/7/2005	\$478,701.32	EW02AFC22878

MSX did not receive the \$478,701.32 transfer.

20. The remaining 83 Antecedent Debt Column entries are release numbers, not purchase order numbers or invoice numbers, and detailed on Exhibit 5 hereto.

21. Contrary to Paragraph 22 of the Amended Complaint, none of the entries in the Antecedent Debt Column are bills of lading. In any event, bills of lading are not used in the provision of services (as opposed to goods), such as MSX was supplying to Delphi.

\$3,341,468.72 of the Transfers Were Not On Obligations of DAS and Therefore Not on Account of DAS Antecedent Debt

22. The Amended Complaint identifies \$3,341,468.72 in transfers where DAS purportedly was the Contracting Entity and Obligor, but the Contracting Entity and Obligor was Delphi Corporation, not DAS. Thus, those transfers were not on account of antecedent debt of DAS.

23. Twenty-three of the alleged transfers, totaling \$3,341,468.72, are identified in the Antecedent Debt Column by releases which relate to the following six purchase orders:

- (a) FDB01905
- (b) FDS81935
- (c) FDS82362
- (d) FDS82478
- (e) FDS82781
- (f) FDS82782

Each of these purchase orders was issued by Delphi Corporation as the buyer (collectively, the “**Delphi Purchase Orders**”), not DAS. Copies of the Delphi Purchase Orders are attached as collective Exhibit 6.

24. Obviously, because Delphi Corporation was the issuing party of the Delphi Purchase Orders, DAS was not the Contracting Entity for the Delphi Purchase Orders nor was DAS the Obligor for the transfers under the Delphi Purchase Orders.

25. The \$3,341,468.72 in transfers in the Amended Complaint which were transfers on account of the Delphi Purchase Orders instead of on account of antecedent debt of DAS are detailed on Exhibit 7 hereto.

\$3,352,936.26 of Transfers are on Account of An Assumed Contract

26. Delphi assumed Purchase Order 460006298 (“**P.O. 298**”), which is a continuation of Purchase Order FDB01831 (“**P.O. 1831**”). \$3,352,936.26 of the transfers in the Amended Complaint are payments under P.O. 298. Copies of P.O. 298 and P.O. 1831 are attached as collective Exhibit 8.

27. Delphi assumed P.O. 298 according to the Notice of Assumption and/or Assignment of Executory Contract or Unassumed Lease to Purchasers in Connection with Sale of Interiors and Closure Businesses (Docket No. 10963) (the “**Assumption Notice**”). A copy of the Assumption Notice, with the excerpted pages relating to MSX, is attached as Exhibit 9.

28. P.O. 298 is a mere continuation of P.O. 1831 because it covers the identical services for the identical time period (2/15/03 to 2/14/06) based on the same Statement of Work (“SOW”) and Request For Quote (“RFQ”).

29. At least 60 of the transfers identified in the Amended Complaint totaling \$3,352,936.26 are on account of the assumed contract P.O. 298 and are summarized on Exhibit 10 hereto.

**DAS Has No Claim With Respect to \$540,603.63
in Transfers Because They were Not on Account of
Antecedent Debt and MSX Returned The Funds**

30. \$540,603.63 of the transfers were duplicate payments of previously paid invoices, and thus not on account of antecedent debt.

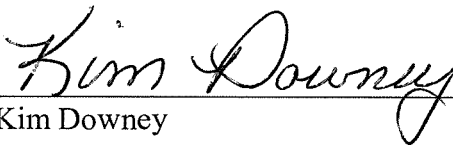
31. Attached as Exhibit 11 is Debtor’s Statement of Disputed Issues With Respect to Proof of Claim Number 11425 (MSX International, Inc.) (Docket No. 8849) (the “**Disputed Issues Statement**”), where Delphi explains that, shortly before its bankruptcy cases commenced, Delphi paid MSX invoices twice in the amount of \$540,603.63 (the “**Overpayment**”). Delphi had been recovering the Overpayment by not paying MSX for postpetition work, so that as of August 2007 the outstanding Overpayment was reduced to \$447,775.39. Disputed Issues Statement, Paragraph 9.

32. Delphi and MSX resolved the dispute according to the terms of the Settlement Agreement, a copy of which is attached as Exhibit 12, whereby MSX’s claim was disallowed

and expunged, MSX released and waived the right to assert any other claim against Delphi, and MSX paid \$447,775.39 to Delphi. MSX paid Delphi the \$447,775.39 by wire transfer in August 2007.

33. Delphi has received satisfaction and recovery of the \$540,603.63 in claimed transfers from MSX by not paying MSX for \$92,828.24 in postpetition services and the \$447,775.39 MSX paid Debtor in August 2007. Delphi should not be able to recover the \$540,603.63 twice.

34. I make this Declaration under penalty of perjury.



Kim Downey

Executed in Warren, Michigan
on 11-18-10, 2010

8243471.3

EXHIBIT 1

RECEIVED
JUL 28 2005

Page 1
Date 7/28/05
Control No. 028610002

MSX International
EDI Purchase Order - 850
General Motors Corporation

Mailbox No. M0089625 OTH

Purchase Order: 00 ORIGINAL
Purchase Order No.: FDB01831
P.O. Release No.: FDR28004

Purchase Order Type: RL
Release (BLANKET)
Purchase Order Date: 07/27/05

Delphi KE
MRR
07/28/05

Reference Numbers: FDB01831
PO Purchase Order Number

SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL
TERMS AND CONDITIONS ARE
INCORPORATED IN, AND A PART OF, THIS CONTRACT AND
EACH PURCHASE ORDER,
RELEASE, REQUISITION, WORK ORDER, SHIPPING
INSTRUCTION, SPECIFICATION AND
OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING
BY BUYER, WHETHER
EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA
INTERCHANGE, RELATING TO THE
GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER
PURSUANT TO THIS CONTRACT
(SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS
"CONTRACT"). A COPY OF
BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE
UPON WRITTEN REQUEST TO
BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE,
DELPHI.COM SELLER
ACKNOWLEDGES AND AGREES THAT IT HAS READ AND
UNDERSTANDS BUYER'S GENERAL
TERMS AND CONDITIONS. IF SELLER ACCEPT THIS CONTRACT
IN WRITING OR
COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE
SUBJECT OF THIS
CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED
THIS CONTRACT AND BUYER'S
GENERAL TERMS AND CONDITIONS IN THEIR ENTIRETY
WITHOUT MODIFICATION. ANY
ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR
REVISIONS OF THIS CONTRACT
(INCLUDING BUYER'S GENERAL
TERMS AND CONDITIONS)
WHICH SELLER PROPOSES WILL
BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE
EXTENT THAT BUYER EXPRESSLY
AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.

PO Purchase Order Number

Reference Numbers: FDB01831

36601L01

BY Buying Party

DELPHI T&I - DIVISIONAL OFFICE
DELPHI CORPORATION
1401 CROOKS RD.
T SWINEHART
TROY, MI 480647155

Page 2
Date 7/28/05

Control No. 028610002

MSX International
EDI Purchase Order - 850

CONTINUED

General Motors Corporation

816-204-2724

Mailbox No. M0089625 OTH

ST Ship To

36601FFX

DELPHI TEL-N. KANSAS CITY FAC.
DELPHI CORPORATION
144 WEST 23RD AVE.
NORTH KANSAS CITY, MO 641163082

BT Bill To

36601I01

INVOICING NOT REQUIRED FOR
DELPHI TEL - DIV. OFFICE.
PAYMENTS ARE GENERATED FROM
RECEIPT OF GOODS AND SERVICES.
TERMS NOTED ON O . . .

SE Selling Party

13947000

MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN, MI 480911385

000001 Baseline Item: Qty Ordered: 5236.24 U/M: M4 Unit Price:
PI Purchaser's Item Code MFG-4401

Product/Item Description: Product Character Code: F
Free-Form SERVICE
Free-Form OUTSIDE SERVICES - MANUFACTURING DEPARTMENT

Line Item Schedule: Quantity: M4 Delivery Requested

07/27/05

Reference Numbers: MFG-4401 PM Part Number
TAX CODE: C TAX PERCENT: 0.00%
WHO ORDERED: INVOICE 1609264

000002 Baseline Item: Qty Ordered: 12438.29 U/M: M4 Unit Price:
PI Purchaser's Item Code ENG-4424

Product/Item Description: Product Character Code: F
Free-Form SERVICE
Free-Form OUTSIDE SERVICES - ENGINEERING DEPARTMENT

Line Item Schedule: Quantity: M4 Delivery Requested

07/27/05

Reference Numbers: ENG-4424 PM Part Number
TAX CODE: C TAX PERCENT: 0.00%
WHO ORDERED: INVOICE 1609264

000003 Baseline Item: Qty Ordered: 20222.68 U/M: M4 Unit Price:
PI Purchaser's Item Code PCI-4461

Product/Item Description: Product Character Code: F
Free-Form SERVICE

Page 3
Date 7/28/05
Control No. 000003

MSX International
EDI Purchase Order - 850

General Motors Corporation
CONTINUED

Mailbox No. M0089625 OTH
OUTSIDE SERVICES - PCEL DEPARTMENT

Free-Form
Line Item Schedule: Quantity: M4 Delivery Requested 07/27/05

Reference Numbers: PCL-4461 PM Part Number
TAX CODE: C TAX PERCENT: 0.00%
WHO ORDERED: INVOICE 1609264
000004 Baseline Item: Qty Ordered: 14417.87 U/M: M4 Unit Price:
PI Purchaser's Item Code HRE-4467

Product/Item Description: SERVICE Product Character Code: F
Free-Form OUTSIDE SERVICES - HUMAN RESOURCES DEPARTMENT
Free-Form
Line Item Schedule: Quantity: M4 Delivery Requested 07/27/05

Reference Numbers: HRE-4467 PM Part Number
TAX CODE: C TAX PERCENT: 0.00%
WHO ORDERED: INVOICE 1609264
000006 Baseline Item: Qty Ordered: 21342.53 U/M: M4 Unit Price:
PI Purchaser's Item Code QUA-4474

Product/Item Description: SERVICE Product Character Code: F
Free-Form OUTSIDE SERVICES - QUALITY CONTROL DEPARTMENT
Free-Form
Line Item Schedule: Quantity: M4 Delivery Requested 07/27/05

Reference Numbers: QUA-4474 PM Part Number
TAX CODE: C TAX PERCENT: 0.00%
WHO ORDERED: INVOICE 1609264

EXHIBIT 2

EXHIBIT "1"

DELPHI CORPORATION, *et al.*
v.
MSX, *et al.*

<u>Transfer Date</u>	<u>Transfer Amount</u>	<u>Transfer Type</u>
7/18/2005	\$2,200.00	EFT
7/19/2005	\$3,786.23	EFT
8/2/2005	\$904,619.03	EFT
8/8/2005	\$10,368.00	EFT
8/23/2005	\$6,702.74	EFT
9/2/2005	\$417,965.43	EFT
9/8/2005	\$192.00	EFT
9/15/2005	\$2,420.00	EFT
9/16/2005	\$1,658,429.59	WIRE
9/20/2005	\$274,344.86	EFT
9/30/2005	\$354,483.15	WIRE
10/6/2005	\$437,052.61	WIRE
10/7/2005	\$239,350.66	WIRE
10/7/2005	\$123,462.44	EFT
TOTAL:	\$4,435,376.74	

EXHIBIT 3

EXHIBIT 1
Delphi Automotive Systems, LLC v. MSX International, Inc.
Adv. Pro. No. 07-02484 [RDD]

Adversary Proceeding No.	Transfer Recipient(s)	Contracting Entity/Entities	Obligor and Transferring Entity	Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number	Purchase Order/ Invoice	Transfer Type
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	7/18/2005	\$ 4,400.00	FDS81935	PO	WIRE
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	7/19/2005	\$ 7,572.46	FDS82478	PO	WIRE
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 7,150.00	D0450052658	PO	WIRE
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 7,103.20	D0450072727	PO	
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 10,368.00	D0450077554	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 12,239.04	D0450092229	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 11,008.80	D0450092557	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 12,552.96	D0450101868	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 11,193.82	D0450102745	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 21,049.36	D0450103131	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 140,735.80	FDR27707	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 148,821.18	FDR27715	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 308,880.28	FDR27774	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 33,657.98	FDR27775	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 99,302.04	FDR27808	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 14,751.72	FDR27810	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 189,287.02	FDR27812	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 6,585.82	FDR27813	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 187,378.32	FDR27817	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 168.20	FDR27818	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 184,413.26	FDR27820	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 171,531.58	FDR27821	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 186,696.36	FDR27977	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 19,998.00	FDS82362	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 12,350.00	FDS82781	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 11,415.32	FDS82782	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 20,736.00	D0450082893	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	8/2/2005	\$ 13,405.48	D0450103131	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 7,103.20	D0450072727	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 6,480.00	D0450077554	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 8,640.00	D0450082893	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 7,150.00	D0450090271	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 9,898.24	D0450092229	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 3,730.76	D0450092557	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 7,845.60	D0450101868	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 2,394.40	D0450102745	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 13,018.44	D0450103131	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 10,480.14	D0450114392	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 28,351.32	FDR27998	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 147,315.22	FDR28004	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 4,828.12	FDR28024	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 120,740.16	FDR28025	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 1,544.32	FDR28026	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 7,659.70	FDR28027	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 178,938.34	FDR28312	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 195,108.80	FDR28321	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 8,296.56	FDR28323	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/2/2005	\$ 66,407.54	FDR28355	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/8/2005	\$ 7,040.00	P1S26758	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/15/2005	\$ 4,840.00	P1S26758	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/16/2005	\$ 1,658,429.59			EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/20/2005	\$ 158,405.22	FDR28393	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/20/2005	\$ 196,712.16	FDR28394	PO	EFT

EXHIBIT 1
Delphi Automotive Systems, LLC v. MSX International, Inc.
Adv. Pro. No. 07-02484 [RDD]

Adversary Proceeding No.	Transfer Recipient(s)	Contracting Entity/Entities	Obligor and Transferring Entity	Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number	Purchase Order/ Invoice	Transfer Type
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/20/2005	\$ 193,572.34	FOR28395	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	9/30/2005	\$ 354,483.15			EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/6/2005	\$ 437,052.61			EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 478,701.32	EW02AFC22878	INVOICE	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,787.50	D0450090271	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 161,999.76	D0450140778	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 4,429.70	D0450140779	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 34,077.06	D0450140780	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,688.00	D0450140781	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 7,725.94	D0450140782	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,444.70	D0450140783	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 184,936.76	D0450142209	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 27,737.66	D0450142210	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 52,854.88	D0450142211	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 21,448.00	D0450142212	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 44,186.84	D0450142213	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 780.34	D0450142214	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 179,998.84	D0450142929	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 28,690.88	D0450142930	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 64,605.24	D0450142931	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 21,448.00	D0450142932	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 43,426.10	D0450142933	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 962.50	D0450142934	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 161,332.72	D0450142937	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,869.28	D0450142938	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 33,860.72	D0450143139	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,688.00	D0450143140	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 15,549.62	D0450143141	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 352.90	D0450143142	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 158,795.34	D0450143143	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 2,638.86	D0450143144	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 36,211.72	D0450143145	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,519.20	D0450143146	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 5,626.46	D0450143147	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 297.86	D0450143148	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 160,109.00	D0450143149	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 4,963.24	D0450143150	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 26,353.74	D0450143151	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,688.00	D0450143152	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 5,519.96	D0450143153	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,302.52	D0450143154	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 131,085.62	D0450143167	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,818.04	D0450143168	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 24,078.28	D0450143169	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,350.40	D0450143170	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 5,188.24	D0450143171	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 37.60	D0450143172	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 205,882.66	D0450143174	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 3,913.82	D0450143175	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 35,136.96	D0450143176	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 1,688.00	D0450143177	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 7,824.26	D0450143178	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 24.00	D0450143179	PO	EFT

EXHIBIT 1
Delphi Automotive Systems, LLC v. MSX International, Inc.
Adv. Pro. No. 07-02484 [RDD]

Adversary Proceeding No.	Transfer Recipient(s)	Contracting Entity/Entities	Obligor and Transferring Entity	Transfer Dates	Transfer Amounts	Antecedent Debt: Order/Invoice Number	Purchase Order/ Invoice	Transfer Type
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 457,870.98	FDR28026	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 517,943.34	FDR28027	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 2,364.08	FDR28393	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 3,544.72	FDR28394	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 3,197.06	FDR28395	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 120,740.16	FDR28396	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 206,849.44	FDR28397	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 221,736.10	FDR28398	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 203,586.74	FDR28399	PO	EFT
07-02484	MSX INTERNATIONAL INC	DAS LLC	DAS LLC	10/7/2005	\$ 6,600.00	P1S26758	PO	EFT

Total Amount of Claim = \$ 9,846,886.59

EXHIBIT 4

EXHIBIT 4

Antecedent Debt Column Identifies Purchase Orders

Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number
7/18/2005	\$ 4,400.00	FDS81935
7/19/2005	\$ 7,572.46	FDS82478
8/2/2005	\$ 7,150.00	D0450052658
8/2/2005	\$ 7,103.20	D0450072727
8/2/2005	\$ 10,368.00	D0450077554
8/2/2005	\$ 12,239.04	D0450092229
8/2/2005	\$ 11,008.80	D0450092557
8/2/2005	\$ 12,552.96	D0450101868
8/2/2005	\$ 11,193.82	D0450102745
8/2/2005	\$ 21,049.36	D0450103131
8/2/2005	\$ 19,998.00	FDS82362
8/2/2005	\$ 12,350.00	FDS82781
8/2/2005	\$ 11,415.32	FDS82782
8/8/2005	\$ 20,736.00	D0450082893
8/23/2005	\$ 13,405.48	D0450103131
9/2/2005	\$ 7,103.20	D0450072727
9/2/2005	\$ 6,480.00	D0450077554
9/2/2005	\$ 8,640.00	D0450082893
9/2/2005	\$ 7,150.00	D0450090271
9/2/2005	\$ 9,898.24	D0450092229
9/2/2005	\$ 3,730.76	D0450092557
9/2/2005	\$ 7,845.60	D0450101868
9/2/2005	\$ 2,394.40	D0450102745
9/2/2005	\$ 13,018.44	D0450103131
9/2/2005	\$ 10,480.14	D0450114392
9/8/2005	\$ 7,040.00	P1S26758
9/15/2005	\$ 4,840.00	P1S26758
10/7/2005	\$ 1,787.50	D0450090271
10/7/2005	\$ 6,600.00	P1S26758
	\$ 279,550.72	

EXHIBIT 5

EXHIBIT 5

Antecedent Debt Column Entries Which Are Releases

Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number
8/2/2005	\$ 140,735.80	FDR27707
8/2/2005	\$ 148,821.18	FDR27715
8/2/2005	\$ 308,880.28	FDR27774
8/2/2005	\$ 33,657.98	FDR27775
8/2/2005	\$ 99,902.04	FDR27808
8/2/2005	\$ 14,751.72	FDR27810
8/2/2005	\$ 189,287.02	FDR27812
8/2/2005	\$ 6,585.82	FDR27813
8/2/2005	\$ 187,378.32	FDR27817
8/2/2005	\$ 168.20	FDR27818
8/2/2005	\$ 184,413.26	FDR27820
8/2/2005	\$ 171,531.58	FDR27821
8/2/2005	\$ 186,696.36	FDR27977
9/2/2005	\$ 28,351.32	FDR27998
9/2/2005	\$ 147,315.22	FDR28004
9/2/2005	\$ 4,828.12	FDR28024
9/2/2005	\$ 120,740.16	FDR28025
9/2/2005	\$ 1,544.32	FDR28026
9/2/2005	\$ 7,659.70	FDR28027
9/2/2005	\$ 178,938.34	FDR28312
9/2/2005	\$ 195,108.80	FDR28321
9/2/2005	\$ 8,296.56	FDR28323
9/2/2005	\$ 66,407.54	FDR28355
9/20/2005	\$ 158,405.22	FDR28393
9/20/2005	\$ 196,712.16	FDR28394
9/20/2005	\$ 193,572.34	FDR28395
10/7/2005	\$ 161,999.76	D0450140778
10/7/2005	\$ 4,429.70	D0450140779
10/7/2005	\$ 34,077.06	D0450140780
10/7/2005	\$ 1,688.00	D0450140781
10/7/2005	\$ 7,725.94	D0450140782
10/7/2005	\$ 1,444.70	D0450140783
10/7/2005	\$ 184,936.76	D0450142209
10/7/2005	\$ 27,737.66	D0450142210
10/7/2005	\$ 52,854.88	D0450142211
10/7/2005	\$ 21,448.00	D0450142212
10/7/2005	\$ 44,186.84	D0450142213
10/7/2005	\$ 780.34	D0450142214
10/7/2005	\$ 179,998.84	D0450142929

EXHIBIT 5

Antecedent Debt Column Entries Which Are Releases

Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number
10/7/2005	\$ 28,690.88	D0450142930
10/7/2005	\$ 64,605.24	D0450142931
10/7/2005	\$ 21,448.00	D0450142932
10/7/2005	\$ 43,426.10	D0450142933
10/7/2005	\$ 962.50	D0450142934
10/7/2005	\$ 161,332.72	D0450142937
10/7/2005	\$ 1,869.28	D0450142938
10/7/2005	\$ 33,860.72	D0450143139
10/7/2005	\$ 1,688.00	D0450143140
10/7/2005	\$ 15,549.62	D0450143141
10/7/2005	\$ 352.90	D0450143142
10/7/2005	\$ 158,795.34	D0450143143
10/7/2005	\$ 2,638.86	D0450143144
10/7/2005	\$ 36,211.72	D0450143145
10/7/2005	\$ 1,519.20	D0450143146
10/7/2005	\$ 5,626.46	D0450143147
10/7/2005	\$ 297.86	D0450143148
10/7/2005	\$ 160,109.00	D0450143149
10/7/2005	\$ 4,963.24	D0450143150
10/7/2005	\$ 26,353.74	D0450143151
10/7/2005	\$ 1,688.00	D0450143152
10/7/2005	\$ 5,518.96	D0450143153
10/7/2005	\$ 1,302.52	D0450143154
10/7/2005	\$ 131,085.62	D0450143167
10/7/2005	\$ 1,818.04	D0450143168
10/7/2005	\$ 24,078.28	D0450143169
10/7/2005	\$ 1,350.40	D0450143170
10/7/2005	\$ 5,188.24	D0450143171
10/7/2005	\$ 37.60	D0450143172
10/7/2005	\$ 205,882.66	D0450143174
10/7/2005	\$ 3,913.82	D0450143175
10/7/2005	\$ 35,136.96	D0450143176
10/7/2005	\$ 1,688.00	D0450143177
10/7/2005	\$ 7,824.26	D0450143178
10/7/2005	\$ 24.00	D0450143179
10/7/2005	\$ 457,870.98	FDR28026
10/7/2005	\$ 517,943.34	FDR28027
10/7/2005	\$ 2,364.08	FDR28393
10/7/2005	\$ 3,544.72	FDR28394

EXHIBIT 5

Antecedent Debt Column Entries Which Are Releases

Transfer Dates	Transfer Amounts	Antecedent Debt: Purchase Order/Invoice Number
10/7/2005	\$ 3,197.06	FDR28395
10/7/2005	\$ 120,740.16	FDR28396
10/7/2005	\$ 206,849.44	FDR28397
10/7/2005	\$ 221,736.10	FDR28398
10/7/2005	\$ 203,586.74	FDR28399
	\$ 6,638,669.20	

EXHIBIT 6

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 06-981-8602
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091

US

SHIP TO:

##ESTABLISHED PER RELEASE##

PURCHASE PAGE

ORDER: FDB01905 001
A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

INVOICING NOT REQUIRED FOR
DELPHI T&I - DIV. OFFICE.
PAYMENTS ARE GENERATED FROM
RECEIPT OF GOODS AND SERVICES.
TERMS NOTED ON ORDER.

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any or said terms and conditions shall be binding on either party until it is signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH F.O.B. DESTINATION UNLESS OTHERWISE INDICATED SERVICE ONLY

SHIP VIA

TO BE USED FOR REC. OF SER.

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE
---------------	------------------	-------------------------	-----------	-------------	-------------	---------------	-------------	-----------------	----------------

			#LOCAL BLANKET FDB01905	HAS BEEN ALTERED AS FOLLOWS#					
--	--	--	-------------------------	------------------------------	--	--	--	--	--

EFFECTIVE DATE: 01/01/04 EXPIRATION DATE: 03/31/05

THIS ALTERATION LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

BLANKET EXTENDED TO ACCOMMODATE RECEIPT FOR SERVICES.

RECD JAN 11 2005

M001835 USER: VICKI L MC GRATH

LAST PAGE

ORIGINAL

SMD103 01/15/200

05-44481-rdd

Doc 20857-3

File 11/23/10

Entered 11/23/10 17:41:40

Exhibit B.

Part 1 Declaration Pg 30 of 60

ORIGINAL

RECEIVED
MAY 19 2005
By *M. Moore*

DELPHI

PURCHASE PAGE

##ESTABLISHED PER RELEASE##

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

SHIP TO:

US

VENDOR NUMBER 06-981-8602
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091

INVOICE TO:

INVOICING NOT REQUIRED FOR
DELPHI T&I - DIV. OFFICE.
PAYMENTS ARE GENERATED FROM
RECEIPT OF GOODS AND SERVICES.
TERMS NOTED ON ORDER.

US
This order is not binding until accepted. Acceptance should be executed as acknowledgment copy which should be returned to the Seller.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

ORDER: FDB01905 005
ALTERATION ##
This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips a Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	02/09/04	PHONE: 248-655-0711
ALTERATION ISSUE DATE	08/29/05	C. MILLER
ALTERATION EFFECTIVE DATE	08/29/05	EC
		Buyer 8/31/05
		PURCHASING AGENT

PAYMENT TERMS		F.O.B.		DESTINATION UNLESS OTHERWISE INDICATED		SHIP VIA		TO BE USED FOR REC. OF SERV	
ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE
				#LOCAL BLANKET FDB01905 HAS BEEN ALTERED AS FOLLOWS# EFFECTIVE DATE: 01/01/04 EXPIRATION DATE: 09/14/05 THIS ALTERATION LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) BLANKET EXTENDED TO ACCOMMODATE RECEIPT AND TO ALLOW SAP TRANSITION.					
M001B98	USER		VICKI L MC GRATH						

LAST PAGE

ORIGINAL

SMDL03 01/15/20

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 13-326-7505
MSX INTERNATIONAL INC
275 REX BLVD
AUBURN HILLS MI
48326

SHIP TO:

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD
TROY, MI
48084-7106

US

INVOICE TO:

DELPHI T&I DIV. OFFICE.
PAYMENTS ARE GENERATED FROM
RECEIPT OF GOODS AND SERVICES.
TERMS NOTED ON ORDER. US

US

This Number Must Appear On All Invoices, Packing Slips,
packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and
Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ORDER DATE
04/27/05
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE
DATE
PHONE: 248-655-0715
VL MCGRATH
EC
BUYER
PURCHASING AGENT

SHIP VIA
BESTWAY.

DESTINATION UNLESS OTHERWISE INDICATED
SHIPPING PT

SHIPMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE
00001	1	PRA12186 001	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)				2200.0000	
			PLEASE ROUTE TO MARK TOMLIN OR LARRY EASTON FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING PAYMENT, CALL KARYN BLAKLEY ON 248-655-0804. REWORK A WHITE VEHICLE AND MOUNT TO BUCK FIXTURE. 05/16/05 N 0.00% REF. QTE#20464 WHO ORDERED: KB/G. HUNTER 50921					
			BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY INDEMNIFIES AND AGREES TO HOLD DELPHI T & I HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS, OF ANY NATURE, WHICH ARISE OUT OF OR RESULT IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES SPECIFIED IN THIS PURCHASE ORDER. THIS INDEMNIFICATION INCLUDES ALL ACTION OR OR NON-ACTION OF THE VENDOR AND IS NOT LIMITED. INSURANCE TERMS (IT): SPECIAL TERMS UNITED STATES... FOR PURPOSES OF THIS AGREEMENT THE INSURANCE COVERAGE UNDER PARAGRAPH 17 ("INSURANCE") OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPEN-					

REC'D MAY-03 2005

RECEIVED
MAY 05 2005
By M. M. M. M.

DELPHI

DELPHI CORPORATION
 DELPHI T&I-HEADQUARTERS
 1401 CROOKS ROAD
 TROY, MI 48084

VENDOR NUMBER 13-947-0009
 MSX INTERNATIONAL INC
 1950 CONCEPT DR
 WARREN MI
 48091-1385

SHIP TO:

US

DELPHI THERMAL & INTERIOR SYS.
 DELPHI CORPORATION
 TROY ENGINEERING CENTER
 1401 CROOKS RD.
 TROY, MI 48084-7106

US

DELPHI THERMAL & INTERIOR
 ATTN: KARYN BLAKELY
 M/C 115 PH:248-655-0804
 1401 CROOKS RD.
 TROY, MI 48084

US

This order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be returned to Buyer.
 On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
 This order, including the terms and conditions on the back and reverse side hereof, constitutes the complete and final agreement between Buyer and Seller and no other statement or any "way" modifying any of said terms and conditions will be binding on Seller unless it is signed by Seller's authorized representative.
 If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

DESTINATION UNLESS OTHERWISE INDICATED
 F.O.B. S25

PAYMENT TERMS
 NET 2ND DAY OF 2ND MONTH

SHIP VIA
 BESTWAY

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOJN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS.		
00001	9999	PRA12280 001		**THIS ORDER HAS BEEN MECHANICALLY TRANSMITTED** THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES). **THIS IS A CONFIRMING ORDER DO NOT DUPLICATE** CONFIRMED WITH: COMPLETE. PLEASE ROUTE TO MARK TOMLIN FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING PAYMENT, CALL KARYN BLAKLEY ON 248-655-0804. PT MODULAR DOOR DEVELOPMENT - #179745 COST TO COVER BUNDLED SERVICE WHO ORDERED: KB/W.GMUROWSKI 58855 *** ALL INFORMATION FURNISHED OR MADE AVAILABLE BY THE BUYER TO SELLER OR TO ITS EMPLOYEES OR SUB- CONTRACTORS IN CONNECTION WITH THE WORK AND SER- VICES TO BE PERFORMED FOR BUYER UNDER THIS PURCHASE ORDER, AND ALL INFORMATION GENERATED OR DEVELOPED BY SELLER OR ITS EMPLOYEES, OR SUB-CONTRACTORS FOR BUYER SHALL BE TREATED AS CONFIDENTIAL BY SELLER AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT							1.0000	

Marilyn Ancora
 06/21/05
 PAGE 1

PURCHASE

ORDER: FDS82362

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
 (2) copies of your packing slip must accompany each shipment.
 Item Identification Number(s) must be shown on Packing Slips and Invoices.
 Invoice Attn: Accounts Payable
 Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE
 06/07/05
 ALTERATION ISSUE DATE
 :
 ALTERATION EFFECTIVE DATE
 :
 PHONE: 248-655-0715
 VL MCGRATH
 EC
 Buyer
 PURCHASING AGENT

A005576 USER VICKI L MC GRATH

ORIGINAL

CONTINUE PAGE 2

SM003 01/15/200

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

SHIP TO:

US

INVOICE TO:

TO:

DELPHI THERMAL & INTERIOR SYS.

DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US

DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 145 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator. The terms and conditions to which Seller agrees by acceptance of this order. On the reverse side hereof are the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE

ORDER: FDS82362

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	PHONE: 248-655-0715
ALTERNATION ISSUE DATE	VL MCGRATH
ALTERNATION EFFECTIVE DATE	EC
	BUYER
	PURCHASING AGENT

SHIP VIA
BESTWAY

DESTINATION UNLESS OTHERWISE INDICATED
F.O.B. **S25**

NET

2ND DAY OF 2ND MONTH

AYMENT TERMS

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE UNIT MULTIPLE	
				BE DISCLOSED BY EMPLOYEES AND SUB-CONTRACTORS TO ANYONE, EITHER IN WHOLE OR IN PART OR USED BY SELLER FOR ANY PURPOSES OTHER THAN IN CONNECTION WITH WORK OR SERVICES FOR BUYER, EXCEPT UPON WRITTEN AUTHORIZATION BY BUYER.						
				BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY INDEMNIFIES AND AGREES TO HOLD DELPHI T & I HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS, OF ANY NATURE, WHICH ARISE OUT OF OR RESULT IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES SPECIFIED IN THIS PURCHASE ORDER. THIS INDEMNIFICATION INCLUDES ALL ACTION OR OR NON-ACTION OF THE VENDOR AND IS NOT LIMITED.						
				INSURANCE TERMS (IT): SPECIAL TERMS UNITED STATES... FOR PURPOSES OF THIS AGREEMENT THE INSURANCE COVERAGE UNDER PARAGRAPH 17 ("INSURANCE") OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPENSATION: STATUTORY LIMITS FOR THE STATE(S) IN WHICH THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AUTHORITY TO SELF INSURE); (B) EMPLOYER'S LIABILITY: \$500,000 EACH ACCIDENT FOR BODILY INJURY BY ACCIDENT AND \$500,000 EACH EMPLOYEE FOR BODILY INJURY BY DISEASE; (C) COMMERCIAL GENERAL LIABILITY ON AN OCCURRENCE FORM COVERING LIABILITY ARISING FROM PREMISES,						

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

SHIP TO:

US

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US

DELPHI THERMAL & INTERIOR

ATTN: KARYN BLAKELY

M/C 115 PH:248-655-0804

1401 CROOKS RD.

TROY, MI

48084

US

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to the originator.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

AYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. \$25

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA
BESTWAY

ORDER DATE
06/07/05

ALTERNATION ISSUE DATE

ALTERNATION EFFECTIVE DATE

PHONE: 248-655-0715
VL MCGRATH

EC

BUYER

PURCHASING AGENT

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

NOUN NAME

DESCRIPTION

REQ. NUMBER

DATE REQUIRED

TAX CODE/ %

BASE UNIT PRICE

PRICE MULTIPLE

UNIT

*****INDEPENDENT CONTRACTOR CLAUSE*****
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PERSONNEL FURNISHED BY SELLER TO PERFORM THE SERVICES DESCRIBED IN THIS PURCHASE ORDER SHALL BE AND REMAIN SELLER'S EMPLOYEES OR APPROVED SUB-CONTRACTORS, AND UNDER NO CIRCUMSTANCES ARE SUCH EMPLOYEES TO BE CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE SELLER AND THE BUYER AT ALL TIMES

SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, WORK ORDER, SHIPPING RELEASE, REQUISITION, SPECIFICATION AND INSTRUCTION, OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE

PURCHASE

ORDER: FDS82362

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE
06/07/05
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 248-655-0715
VL MCGRATH
EC
BUYER
PURCHASING AGENT

Doc 20857-3

Part 1

Declaration

Pg 38 of 60

Filed 11/23/10 Entered 11/23/10 17:41:40 Exhibit B.

CONTINUE PAGE 5

Page 1 of 4

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Date - 6
Control No. . 028

MSX International
EDI Purchase Order - 850
General Motors Corporation

Purchase Order Type: SA
Stand-Alone Order
Purchase Order Date: 06/07/05

Purchase Order: 06 CONFIRMATION
Purchase Order No.: FDS82362
P.O. Release No.:

Currency: USD U.S. Dollars

FOB Instructions: Method of Payment CC Collect
Trans. Resp. Location: CITY and STATE

Reference Numbers: FDS82362 PO Purchase Order Number

PLEASE ROUTE TO MARK TOMLIN
FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING
PAYMENT, CALL KARYN BLAKLEY ON 248-655-0804.

*** ALL INFORMATION FURNISHED OR MADE AVAILABLE
BY THE BUYER TO SELLER OR TO ITS EMPLOYEES OR SUB-
CONTRACTORS IN CONNECTION WITH THE WORK AND SER-
VICES TO BE PERFORMED FOR BUYER UNDER THIS PURCHASE
ORDER, AND ALL INFORMATION GENERATED OR DEVELOPED
BY SELLER OR ITS EMPLOYEES, OR SUB-CONTRACTORS FOR
BUYER SHALL BE TREATED AS CONFIDENTIAL BY SELLER
AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT
BE DISCLOSED BY EMPLOYEES AND SUB-CONTRACTORS TO
ANYONE, EITHER IN WHOLE OR IN PART OR USED BY SELLER
FOR ANY PURPOSES OTHER THAN IN CONNECTION WITH WORK
OR SERVICES FOR BUYER, EXCEPT UPON WRITTEN
AUTHORIZATION BY BUYER.

BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY
INDEMNIFIES AND AGREES TO HOLD DELPHI T & I
HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS, OF
ANY NATURE, WHICH ARISE OUT OF OR RESULT IN ANY WAY
FROM THE PERFORMANCE OF THE SERVICES SPECIFIED IN
THIS PURCHASE ORDER. THIS INDEMNIFICATION INCLUDES
ALL ACTION OR OR NON-ACTION OF THE VENDOR AND IS NOT
LIMITED.

INSURANCE TERMS (IT): SPECIAL TERMS UNITED STATES..
FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGE
UNDER PARAGRAPH 17 ("INSURANCE") OF THE GENERAL TERMS
AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPEN-
SATION: STATUTORY LIMITS FOR THE STATE(S) IN WHICH
THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AU-
THORITY TO SELF INSURE); (B) EMPLOYER'S LIABILITY:
\$500,000 EACH ACCIDENT FOR BODILY INJURY BY ACCIDENT
AND \$500,000 EACH EMPLOYEE FOR BODILY INJURY BY DIS-
EASE; (C) COMMERCIAL GENERAL LIABILITY ON AN OCCUR-

55E850
Mailbox No. M0088121 OTH
ED I Purchase Order - 850
General Motors Corporation
Page -
Date - 6
Control No. . 028

CONTINUED

RENCE FORM COVERING LIABILITY ARISING FROM PREMISES,
OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COM-

MSX International

ED I Purchase Order - 850

General Motors Corporation

PLEATED OPERATIONS, PERSONAL INJURY AND ADVERTISING
INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CON-
TRACT- \$5,000,000 EACH OCCURENCE; AND (D) AUTOMOBILE
LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED
VEHICLES): \$5,000,000 EACH ACCIDENT....(IT)

***** RIGHT TO AUDIT *****

BY ACCEPTANCE OF THIS PURCHASE ORDER THE SELLER
GRANTS TO DELPHI AUTOMOTIVE ACCESS TO ALL PERTINENT
LEDGERS, PAYROLL DATA, BOOKS, RECORDS, CORRESPONDENCE
WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS,
VOUCHERS AND OTHER DOCUMENTS FOR THE PURPOSE OF
AUDITING THE CHARGES AND/OR ALL ALLOCATIONS
RELATED TO THIS PURCHASE ORDER. SELLER FURTHER
AGREES, FOR THIS PURPOSE, TO PRESERVE ALL THE
ABOVE ENUMERATED DOCUMENTS FOR A PERIOD OF ONE
YEAR BEYOND FINAL PAYMENT HEREUNDER.

WORK DESCRIBED HEREON SHALL BE PERFORMED IN ACCORD-
ANCE WITH DELPHI CORPORATION CONSTRUCTION GENERAL
CONDITIONS, DELPHI SAFETY AND INTERIOR CONTRACTOR
SPECIFICATIONS AND THE SAFETY RULES AND PRECAUTIONS
ESTABLISHED BY DELPHI SAFETY AND INTERIOR SAFETY
DEPARTMENT. INSURANCE COVERAGES AND CERTIFICATION
REQUIREMENTS ARE SET FORTH ON THE REVERSE HEREON.

*****INDEPENDENT CONTRACTOR CLAUSE*****

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE
PERSONNEL FURNISHED BY SELLER TO PERFORM THE SERVICES
DESCRIBED IN THIS PURCHASE ORDER SHALL BE AND REMAIN
SELLER'S EMPLOYEES OR APPROVED SUB-CONTRACTORS, AND
UNDER NO CIRCUMSTANCES ARE SUCH EMPLOYEES TO BE
CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER
ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE
SELLER AND THE BUYER AT ALL TIMES
SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL
TERMS AND CONDITIONS ARE

INCORPORATED IN, AND A PART OF, THIS CONTRACT AND
EACH PURCHASE ORDER,
RELEASE, REQUISITION, WORK ORDER, SHIPPING
INSTRUCTION, SPECIFICATION AND
OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING
BY BUYER, WHETHER
EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA

INTERCHANGE, RELATING TO THE
 GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER
 PURSUANT TO THIS CONTRACT

(SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS
 "CONTRACT"). A COPY OF

BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE
 UPON WRITTEN REQUEST TO

BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE,
 DELPHI.COM SELLER

ACKNOWLEDGES AND AGREES THAT IT HAS READ AND
 UNDERSTANDS BUYER'S GENERAL

TERMS AND CONDITIONS. IF SELLER ACCEPT THIS CONTRACT
 IN WRITING OR

55E850

Mailbox No. M0088121 OTH MSX International
 EDI Purchase Order - 850
 General Motors Corporation CONTINUED

Page -
 Date - 6
 Control No. . 028

COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE
 SUBJECT OF THIS

CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED
 THIS CONTRACT AND BUYER'S

GENERAL TERMS AND CONDITIONS IN THEIR ENTIRETY
 WITHOUT MODIFICATION. ANY

ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR
 PO Purchase Order Number

Reference Numbers: FDS82362

SE Selling Party

MSX INTERNATIONAL INC
 1950 CONCEPT DR
 COMPLETE 13947000

BY Buying Party

WARREN, MI 480911385
 DELPHI CORPORATION
 DELPHI T&I-HEADQUARTERS
 1401 CROOKS ROAD
 VL MCGRATH
 TROY,, MI 48084
 248-655-0715
 DELPHI THERMAL & INTERIOR SYS.
 DELPHI CORPORATION
 TROY ENGINEERING CENTER
 1401 CROOKS RD.
 TROY,, MI 480847106
 DELPHI THERMAL & INTERIOR
 ATTN: KARYN BLAKELY
 M/C 115 PH:248-655-0804
 1401 CROOKS RD.
 TROY,, MI 48084

36601FD2

ST Ship To

36601S04

BT Bill To

36601IKB

000001 Baseline Item: Qty Ordered: 9999 U/M: M4 Unit Price: 1

IN Buyer's Item No. PRA12280 001
Product/Item Description: Product Character Code: F
Free-Form PT MODULAR DOOR DEVELOPMENT - #179745
Free-Form COST TO COVER BUNDLED SERVICE
Line Item Schedule: Quantity: 99.99 M4 Delivery Requested
Reference Numbers: PRA12280 001 PM Part Number
TAX CODE: N TAX PERCENT: 0.00%
06/08/05

Page 1 of 3

MSX International
EDI Purchase Order - 850
General Motors Corporation

Mailbox No. M0088246 OTH
Purchase Order: 06 CONFIRMATION
Purchase Order No.: FDS82478
P.O. Release No.:

Purchase Order Type: SA
Stand-Alone Order
Purchase Order Date: 06/15/05

Currency: USD U.S. Dollars

FOB Instructions: Method of Payment CC Collect
Trans. Resp. Location: CITY and STATE

Reference Numbers: FDS82478 PO Purchase Order Number

FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING

PAYMENT, CALL

KARYN BLAKELY ON 248-655-0804

PAULA LOUCKS ON 248-655-0971

JENNIFER LAND ON 248-371-0387

TARA SWINEHART ON 816-204-2726

RENEA BURNS ON 205-554-3405

SANDRA BANKS ON 205-554-3147

TAMMY DANKOVICH ON 256-413-4003

JAMES SNOW ON 256-413-4013

ALL FREIGHT BILLS INCLUDING 3RD PARTY BILLING TO:

DELPHI THERMAL AND INTERIOR DATA 2 LOGISTICS

P O BOX 9115, NORWOOD, MA 02062-9115

FOR SHIPPING FOB DESTINATION AND CARRIER SEE ABOVE

OR CALL DELPHI LOGISTICS 248-655-0904

*****SALES AND USE TAX EXEMPTION*****

DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO

ALL SHIPPED TO LOCATIONS WITHIN THE STATES LISTED

BELOW. DELPHI CORPORATION LLC ("DELPHI")

HOLDS DIRECT PAY AUTHORITY WITH THESE STATES. AS A

RESULT, IN ALL OF THE IDENTIFIED STATES DELPHI WILL

REMIT DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR

USE TAX LIABILITY RELATED TO ITS PURCHASE AND USE OF

ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT

FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE

STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO

FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON

THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR

SALES TAX LICENSE NUMBERS FOR THE ELEVEN (11) STATES,

OR DELPHI LOCATIONS WITHIN A STATE, WHERE DELPHI

HOLDS DIRECT PAY AUTHORITY.

ALABAMA 805

GEORGIA 300-45870-8

NEW JERSEY 383-431-131/000

NEW YORK DP-3487

Page 2 of 3

Page -
Date - 6
Control No. . 028

INDIANA 1018702130011 OHIO 98-002667
KANSAS 98-0003A TEXAS 1-38-3431131-1
55E850 MSX International
Mailbox No. M008246 OTH EDI Purchase Order - 850
General Motors Corporation CONTINUED

MICHIGAN 38-3431131 WISCONSIN WDP-99-01-010037
MISSISSIPPI 4375
FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION
CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND
USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR,
AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS
REQUIRED PURSUANT TO SECTION 7 OF THE DELPHI 1638
(12/95 REV 1) "CONSTRUCTION GENERAL CONDITIONS,"
UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE
TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE
CONTRACT.

ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO:
DELPHI DISBURSEMENTS-CUSTOMER CENTER
PHONE: (248) 874-4636
PAYMENT TERMS ARE: 2ND DAY - 2ND MONTH
WHICH MEANS THAT FOR AN EXAMPLE, MATERIAL SHIPPED/
RECEIVED IN JANUARY, PAYMENT WOULD BE ISSUED ON
MARCH 2. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
THE BUYER AT THE TELEPHONE NUMBER SHOWN ABOVE.
*****ATTENTION ALL SUPPLIERS*****
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR
PLEASE CONTACT YOUR BUYER TO RECEIVE INSTRUCTIONS
ON HOW TO ACCESS THIS NEW FEATURE.

THE GENERAL TERMS AND CONDITIONS THAT APPEAR ON THE
REVERSE SIDE OF THIS PURCHASE ORDER ARE NULL AND VOID
AND REPLACED BY DELPHI'S GENERAL TERMS AND CONDITIONS
DATED MARCH 2004 FOUND ON WWW.DELPHI.COM/SUPPLIERS.
TERMS AND CONDITIONS SEPTEMBER 2004, APPLY
OF WHICH SUPPLIER HAS RECEIVED A COPY.

Reference Numbers: FDS82478 PO Purchase Order Number

SE Selling Party MSX INTERNATIONAL INC 13947000

1950 CONCEPT DR

QUOTE 4/5/05

WARREN, MI 480911385

DELPHI CORPORATION

DELPHI T&I-HEADQUARTERS

1401 CROOKS ROAD

VL MCGRATH

TROY,, MI 48084

248-655-0715

36601FD2

BY Buying Party

ST Ship To
DELPHI THERMAL & INTERIOR SYS. 36601S04
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY,, MI 480847106
DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY

BT Bill To

55E850.

MSX International

EDI Purchase Order - 850
General Motors Corporation

Mailbox No. M0088246 OTH

CONTINUED

Page -
Date - 6
Control No. . . 028

M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY,, MI 48084

000001	Baseline Item: Qty Ordered: 42	U/M: HR	Unit Price: 51	
	IN Buyer's Item No. PRA12326 001			
Product/Item Description: Product Character Code: F				
Free-Form TECH-CLAYMLDST				
Line Item Schedule: Quantity: .42	HR	Delivery Requested		06/17/05
Reference Numbers: PRA12326 001	TAX PERCENT: 0.00%	PM	Part Number	
TAX CODE: N				
WHO ORDERED: KB/B. ORR 58611				
000002	Baseline Item: Qty Ordered: 23	U/M: HR	Unit Price: 66.3	
	IN Buyer's Item No. PRA12326 002			
Product/Item Description: Product Character Code: F				
Free-Form TECH-CLAYMLDOT				
Line Item Schedule: Quantity: .23	HR	Delivery Requested		06/17/05
Reference Numbers: PRA12326 002	TAX PERCENT: 0.00%	PM	Part Number	
TAX CODE: N				
WHO ORDERED: KB/B. ORR 58611				
000003	Baseline Item: Qty Ordered: 1	U/M: LO	Unit Price: 119.33	
	IN Buyer's Item No. PRA12326 003			
Product/Item Description: Product Character Code: F				
Free-Form MATL-COST				
Line Item Schedule: Quantity: .01	LO	Delivery Requested		06/17/05
Reference Numbers: PRA12326 003	TAX PERCENT: 0.00%	PM	Part Number	
TAX CODE: N				

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

REC'D JUL 18 2005

SHIP TO:

US

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US

DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

INVOICE TO:

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
This order is based on the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED

SP

SHIP VIA

SUPPLIER DELIVERY

Part 1

Dove Declaration Pg 47 of 60

PURCHASING AGENT

BUYER

PHONE: 248-655-0715

VL MCGRATH

EC

ORDER DATE

07/11/05

ALTERNATION EFFECTIVE DATE

ALTERNATION EFFECTIVE DATE

BASE UNIT PRICE

PRICE/MULTIPLE

TAX CODE/ %

DATE REQUIRED

RFQ NUMBER

DESCRIPTION

NOUN NAME

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

ITEM SEQUENCE

NET

2ND DAY OF 2ND MONTH

00001

1

PRA12424 001

THIS ORDER HAS BEEN MECHANICALLY TRANSMITTED

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY

USD DOLLAR (UNITED STATES)

PLEASE ROUTE TO MARK TOMLIN

FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING

PAYMENT, CALL KARYN BLAKELY ON 248-655-0804.

07/19/05 C 0.00%

FABRICATE ONE INSTRUMENT PANEL AND CONSOLE STAND.

BUILD OF TWO SHIPPING CRATES, AND REFURBISH THE

HYBRID CROSS CAR BEAM DISPLAY.

(REF. QTE# 20498)

WHO ORDERED: KB/B. MONTNEY 58492

*** ALL INFORMATION FURNISHED OR MADE AVAILABLE

BY THE BUYER TO SELLER OR TO ITS EMPLOYEES OR SUB-

CONTRACTORS IN CONNECTION WITH THE WORK AND SER-

VICES TO BE PERFORMED FOR BUYER UNDER THIS PURCHASE

ORDER, AND ALL INFORMATION GENERATED OR DEVELOPED

BY SELLER OR ITS EMPLOYEES, OR SUB-CONTRACTORS FOR

BUYER SHALL BE TREATED AS CONFIDENTIAL BY SELLER

AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT

BE DISCLOSED BY EMPLOYEES AND SUB-CONTRACTORS TO

RECEIVED

JUL 25 2005

cc: Shawna

CONTINUE PAGE 2

ORIGINAL

USER VICKI L MC GRATH

0005599

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

SHIP TO:
DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

INVOICE TO:
DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

US

This order is not binding until accepted. Acceptances should be executed on acknowledgment copy which should be returned to Buyer. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE

ORDER: FDS82781

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	PHONE: 248-655-0715
07/11/05	VL MCGRATH
ALTERATION ISSUE DATE	EC
ALTERATION EFFECTIVE DATE	Buyer
	PURCHASING AGENT

SHIP VIA
SUPPLIER DELIVERY

SHIPMENT TERMS
NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE
			ANYONE, EITHER IN WHOLE OR IN PART OR USED BY SELLER FOR ANY PURPOSES OTHER THAN IN CONNECTION WITH WORK OR SERVICES FOR BUYER, EXCEPT UPON WRITTEN AUTHORIZATION BY BUYER.						
			WORK DESCRIBED HEREON SHALL BE PERFORMED IN ACCORDANCE WITH DELPHI CORPORATION CONSTRUCTION GENERAL CONDITIONS, DELPHI SAFETY AND INTERIOR CONTRACTOR SPECIFICATIONS AND THE SAFETY RULES AND PRECAUTIONS ESTABLISHED BY DELPHI SAFETY AND INTERIOR SAFETY DEPARTMENT. INSURANCE COVERAGES AND CERTIFICATION REQUIREMENTS ARE SET FORTH ON THE REVERSE HEREON.						
			*****INDEPENDENT CONTRACTOR CLAUSE***** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PERSONNEL FURNISHED BY SELLER TO PERFORM THE SERVICES DESCRIBED IN THIS PURCHASE ORDER SHALL BE AND REMAIN SELLER'S EMPLOYEES OR APPROVED SUB-CONTRACTORS, AND UNDER NO CIRCUMSTANCES ARE SUCH EMPLOYEES TO BE CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE SELLER AND THE BUYER AT ALL TIMES BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY INDEMNIFIES AND AGREES TO HOLD DELPHI T & I						

BU06/41/10 BU06/41/10

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

SHIP TO:
DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US
DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

INVOICE TO:
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
The terms and conditions of this contract are set forth on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE

ORDER: FDS82781

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(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 07/11/05	PHONE: 248-655-0715 VL MCGRATH
ALTERATION-ISSUE DATE	EC
ALTERATION EFFECTIVE DATE	Buyer
PURCHASING AGENT	

SHIP VIA
SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED
F.O.B. SP

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
				TERMS AND CONDITIONS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, DELPHI.COM SELLER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS. IF SELLER ACCEPT THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS IN THEIR ENTIRETY						

DELPHI

DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084

SHIP TO:

US

INVOICE TO:

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48091-1385

TO:

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106

US

DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to the Seller. The Seller's side hereof are the terms and conditions to which Seller agrees by acceptance of this order. On the Buyer's side hereof are the terms and conditions on the fees and returns side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE

ORDER: FDS82781

PAGE 5

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Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE	07/11/05	PHONE: 248-655-0715
ALTERATION ISSUE DATE		VL MCGRATH
ALTERATION EFFECTIVE DATE		EC
		BUYER
		PURCHASING AGENT

SHIP VIA
SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED

F.O.B. SP

2ND DAY OF 2ND MONTH

NET

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE UNIT MEAS MULTIPLE	
				WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.						
				***** RIGHT TO AUDIT ***** BY ACCEPTANCE OF THIS PURCHASE ORDER THE SELLER GRANTS TO DELPHI AUTOMOTIVE ACCESS TO ALL PERTINENT LEDGERS, PAYROLL DATA, BOOKS, RECORDS, CORRESPONDENCE WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS, VOUCHERS AND OTHER DOCUMENTS FOR THE PURPOSE OF AUDITING THE CHARGES AND/OR ALL ALLOCATIONS RELATED TO THIS PURCHASE ORDER. SELLER FURTHER AGREES, FOR THIS PURPOSE, TO PRESERVE ALL THE ABOVE ENUMERATED DOCUMENTS FOR A PERIOD OF ONE YEAR BEYOND FINAL PAYMENT HEREUNDER. TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.						

AN05500 USER VICKI I MC GRATH

ORIGINAL

LAST PAGE

SHD103 01/15/2003

Page 1 of 4

Page -
Date - 7
Control No. : 028

MSX International
EDI Purchase Order - 850
General Motors Corporation

Purchase Order Type: SA
Stand-Alone Order
Purchase Order Date: 07/11/05

Currency: USD U.S. Dollars

FOB Instructions: Method of Payment CC Collect
Trans. Resp. Location: CITY and STATE

Reference Numbers: FDS82781 PO Purchase Order Number

PLEASE ROUTE TO MARK TOMLIN
FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING
PAYMENT, CALL KARYN BLAKLEY ON 248-655-0804.

*** ALL INFORMATION FURNISHED OR MADE AVAILABLE
BY THE BUYER TO SELLER OR TO ITS EMPLOYEES OR SUB-
CONTRACTORS IN CONNECTION WITH THE WORK AND SER-
VICES TO BE PERFORMED FOR BUYER UNDER THIS PURCHASE
ORDER, AND ALL INFORMATION GENERATED OR DEVELOPED
BY SELLER OR ITS EMPLOYEES, OR SUB-CONTRACTORS FOR
BUYER SHALL BE TREATED AS CONFIDENTIAL BY SELLER
AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT
BE DISCLOSED BY EMPLOYEES AND SUB-CONTRACTORS TO
ANYONE, EITHER IN WHOLE OR IN PART OR USED BY SELLER
FOR ANY PURPOSES OTHER THAN IN CONNECTION WITH WORK
OR SERVICES FOR BUYER, EXCEPT UPON WRITTEN
AUTHORIZATION BY BUYER.

WORK DESCRIBED HEREON SHALL BE PERFORMED IN ACCORD-
ANCE WITH DELPHI CORPORATION CONSTRUCTION GENERAL
CONDITIONS, DELPHI SAFETY AND INTERIOR CONTRACTOR
SPECIFICATIONS AND THE SAFETY RULES AND PRECAUTIONS
ESTABLISHED BY DELPHI SAFETY AND INTERIOR SAFETY
DEPARTMENT. INSURANCE COVERAGES AND CERTIFICATION
REQUIREMENTS ARE SET FORTH ON THE REVERSE HEREON.
*****INDEPENDENT CONTRACTOR CLAUSE*****
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE
PERSONNEL FURNISHED BY SELLER TO PERFORM THE SERVICES
DESCRIBED IN THIS PURCHASE ORDER SHALL BE AND REMAIN
SELLER'S EMPLOYEES OR APPROVED SUB-CONTRACTORS, AND
UNDER NO CIRCUMSTANCES ARE SUCH EMPLOYEES TO BE
CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER
ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE
SELLER AND THE BUYER AT ALL TIMES
BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY

Page -
Date - 7
Control No. . 028

INDEMNIFIES AND AGREES TO HOLD DELPHI T & I
HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS, OF
MSX International
EDI Purchase Order - 850
General Motors Corporation
CONTINUED

Mailbox No. M0089051 OTH

ANY NATURE, WHICH ARISE OUT OF OR RESULT IN ANY WAY
FROM THE PERFORMANCE OF THE SERVICES SPECIFIED IN
THIS PURCHASE ORDER. THIS INDEMNIFICATION INCLUDES
ALL ACTION OR OR NON-ACTION OF THE VENDOR AND IS NOT
LIMITED.

INSURANCE TERMS (IT): SPECIAL TERMS UNITED STATES..
FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGE
UNDER PARAGRAPH 17 ("INSURANCE") OF THE GENERAL TERMS
AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPEN-
SATION: STATUTORY LIMITS FOR THE STATE(S) IN WHICH
THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AU-
THORITY TO SELF INSURE); (B) EMPLOYER'S LIABILITY:
\$500,000 EACH ACCIDENT FOR BODILY INJURY BY ACCIDENT
AND \$500,000 EACH EMPLOYEE FOR BODILY INJURY BY DIS-
EASE; (C) COMMERCIAL GENERAL LIABILITY ON AN OCCUR-
RENCE FORM COVERING LIABILITY ARISING FROM PREMISES,
OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COM-
PLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING
INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CON-
TRACT- \$5,000,000 EACH OCCURENCE; AND (D) AUTOMOBILE
LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED
VEHICLES): \$5,000,000 EACH ACCIDENT....(IT)
SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL
TERMS AND CONDITIONS ARE
INCORPORATED IN, AND A PART OF, THIS CONTRACT AND
EACH PURCHASE ORDER,
RELEASE, REQUISITION, WORK ORDER, SHIPPING
INSTRUCTION, SPECIFICATION AND
OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING
BY BUYER, WHETHER
EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA
INTERCHANGE, RELATING TO THE
GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER
PURSUANT TO THIS CONTRACT
(SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS
"CONTRACT"). A COPY OF
BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE
UPON WRITTEN REQUEST TO
BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE,
DELPHI.COM SELLER
ACKNOWLEDGES AND AGREES THAT IT HAS READ AND
UNDERSTANDS BUYER'S GENERAL

TERMS AND CONDITIONS. IF SELLER ACCEPT THIS CONTRACT
IN WRITING OR
COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE
SUBJECT OF THIS
CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED
THIS CONTRACT AND BUYER'S
GENERAL TERMS AND CONDITIONS IN THEIR ENTIRETY
WITHOUT MODIFICATION. ANY
ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR
REVISIONS OF THIS CONTRACT
(INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS)
WHICH SELLER PROPOSES WILL
BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE

55E850

Mailbox No. M0089051 OTH MSX International
EDT Purchase Order - 850
General Motors Corporation CONTINUED

Page - . . .
Date - . . . 7
Control No. . 028

EXTENT THAT BUYER EXPRESSLY

AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.

***** RIGHT TO AUDIT *****

BY ACCEPTANCE OF THIS PURCHASE ORDER THE SELLER
GRANTS TO DELPHI AUTOMOTIVE ACCESS TO ALL PERTINENT
LEDGERS, PAYROLL DATA, BOOKS, RECORDS, CORRESPONDENCE
WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS,

Reference Numbers: FDS82781 PO Purchase Order Number

SE Selling Party

MSX INTERNATIONAL INC 13947000

1950 CONCEPT DR

WARREN, MI 480911385

DELPHI CORPORATION

DELPHI T&I-HEADQUARTERS

1401 CROOKS ROAD

VL MCGRATH

TROY,, MI 48084

248-655-0715

DELPHI THERMAL & INTERIOR SYS.

DELPHI CORPORATION

TROY ENGINEERING CENTER

1401 CROOKS RD.

TROY,, MI 480847106

DELPHI THERMAL & INTERIOR

ATTN: KARYN BLAKELY

M/C 115 PH:248-655-0804

1401 CROOKS RD.

TROY,, MI 48084

36601IKB

36601S04

36601FD2

13947000

000001 Baseline Item: Qty Ordered: 1 U/M: EA Unit Price: 6175

IN Buyer's Item No. PRA12424 001

Product/Item Description: Product Character Code: F
 Free-Form FABRICATE ONE INSTRUMENT PANEL AND CONSOLE STAND.
 Free-Form BUILD OF TWO SHIPPING CRATES, AND REFURBISH THE
 Free-Form HYBRID CROSS CAR BEAM DISPLAY.
 Free-Form (REF. QTE# 20498)
 Line Item Schedule: Quantity: .01 EA Delivery Requested 07/19/05
 Reference Numbers: PRA12424 001 PM Part Number
 TAX CODE: C TAX PERCENT: 0.00%
 WHO ORDERED: KB/B. MONTNEY 58492

55E850 ----- MSX International Page -
 EDI Purchase Order - 850 Date - 7

Part 1. Downey Declaration Pg 56 of 60

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI
48084-7106
DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI
48084
US

SHIP TO:
DELPHI CORPORATION
DELPHI T&I-HEADQUARTERS
1401 CROOKS ROAD
TROY, MI
48084
US

INVOICE TO:
VENDOR NUMBER 13-947-0009
MMSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI
48090
US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

On the reverse side, interest are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.

If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

ORDER DATE 07/11/05	PHONE: 248-655-0715 VL MCGRATH EC
ALTERATION ISSUE DATE	Buyer
ALTERATION EFFECTIVE DATE	PURCHASING AGENT

SHIP VIA

SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED

F.O.B.

5

ITEM	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
------	------------------	-------------------------	-----------	-------------	------------	---------------	-------------	-----------------	----------------	-----------

THIS ORDER HAS BEEN MECHANICALLY TRANSMITTED

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY:
USD DOLLAR (UNITED STATES)

PLEASE ROUTE TO MARK TOMLIN

FOR QUESTIONS REGARDING THIS ORDER/RELEASE, INCLUDING PAYMENT, CALL KARYN BLAKLEY ON 248-6555-0804.

POWER CINCHING STRIKER - REF. MSXI# 180114
WHO ORDERED: KB/J. HAMMINGA 58427

***** ALL INFORMATION FURNISHED OR MADE AVAILABLE BY THE BUYER TO SELLER OR TO ITS EMPLOYEES OR SUB-CONTRACTORS IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED FOR BUYER UNDER THIS PURCHASE ORDER, AND ALL INFORMATION GENERATED OR DEVELOPED BY SELLER OR ITS EMPLOYEES, OR SUB-CONTRACTORS FOR BUYER SHALL BE TREATED AS CONFIDENTIAL BY SELLER AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT BE DISCLOSED BY EMPLOYEES AND SUB-CONTRACTORS TO ANYONE, EITHER IN WHOLE OR IN PART OR USED BY SELLER FOR ANY PURPOSES OTHER THAN IN CONNECTION WITH WORK OR SERVICES FOR BUYER, EXCEPT UPON WRITTEN

REC'D JUL 19 2005

RECEIVED
JUL 25 2005
MER

cc: Shawna W.

0005599 USER VICKI L MC GRATH

ORIGINAL

CONTINUE PAGE

SMDL03 01/15/2003

PURCHASE PAGE 2
ORDER: FDS82782

DELPHI THERMAL & INTERIOR SYS.
DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI 48084-7106
US

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INVOICE TO: M/C 115 PH:248-655-0804
ATTN: KARYN BLAKELY
DELPHI THERMAL & INTERIOR
1401 CROOKS RD.
TROY, MI 48084
US

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC
1950 CONCEPT DR
WARREN MI 48091-1385
TO:

ORDER DATE 07/11/05
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 248-655-0715
VL MCGRATH
EC
BUYER
PURCHASING AGENT

SHIP VIA SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED

F.O.B. SP

QUANTITY ORDERED

ITEM SEQUENCE

ITEM IDENTIFICATION NO.

NOUN NAME

DESCRIPTION

RFQ NUMBER

DATE REQUIRED

TAX CODE/ %

BASE UNIT PRICE

PRICE MULTIPLE

UNIT MEAS

AUTHORIZATION BY BUYER.

BY ACCEPTANCE OF THIS PURCHASE ORDER, SELLER HEREBY INDEMNIFIES AND AGREES TO HOLD DELPHI T & I HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS, OF ANY NATURE, WHICH ARISE OUT OF OR RESULT IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES SPECIFIED IN THIS PURCHASE ORDER. THIS INDEMNIFICATION INCLUDES ALL ACTION OR OR NON-ACTION OF THE VENDOR AND IS NOT LIMITED.

INSURANCE TERMS (IT): SPECIAL TERMS UNITED STATES... FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGE UNDER PARAGRAPH 17 ("INSURANCE") OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPENSATION: STATUTORY LIMITS FOR THE STATE(S) IN WHICH THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AUTHORITY TO SELF INSURE); (B) EMPLOYER'S LIABILITY: \$500,000 EACH ACCIDENT FOR BODILY INJURY BY ACCIDENT AND \$500,000 EACH EMPLOYEE FOR BODILY INJURY BY DISEASE; (C) COMMERCIAL GENERAL LIABILITY ON AN OCCURRENCE FORM COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COMPLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CONTRACT- \$5,000,000 EACH OCCURRENCE; AND (D) AUTOMOBILE

005599 USER VICKI L MC GRATH

CONTINUE PAGE 3

ORIGINAL

SMDL03 01/15/2003

PURCHASE PAGE 3
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ALTERATION ISSUE DATE	VL MCGRATH
ALTERATION EFFECTIVE DATE	EC
PURCHASING AGENT	

SHIP VIA
SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED

F.O.B. SP

LYMENT TERMS
 NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
				LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED VEHICLES): \$5,000,000 EACH ACCIDENT...(IT)						
				***** RIGHT TO AUDIT ***** BY ACCEPTANCE OF THIS PURCHASE ORDER THE SELLER GRANTS TO DELPHI AUTOMOTIVE ACCESS TO ALL PERTINENT LEDGERS, PAYROLL DATA, BOOKS, RECORDS, CORRESPONDENCE WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS, VOUCHERS AND OTHER DOCUMENTS FOR THE PURPOSE OF AUDITING THE CHARGES AND/OR ALL ALLOCATIONS RELATED TO THIS PURCHASE ORDER. SELLER FURTHER AGREES, FOR THIS PURPOSE, TO PRESERVE ALL THE ABOVE ENUMERATED DOCUMENTS FOR A PERIOD OF ONE YEAR BEYOND FINAL PAYMENT HEREUNDER. WORK DESCRIBED HEREON SHALL BE PERFORMED IN ACCORDANCE WITH DELPHI CORPORATION CONSTRUCTION GENERAL CONDITIONS, DELPHI SAFETY AND INTERIOR CONTRACTOR SPECIFICATIONS AND THE SAFETY RULES AND PRECAUTIONS ESTABLISHED BY DELPHI SAFETY AND INTERIOR SAFETY DEPARTMENT. INSURANCE COVERAGES AND CERTIFICATION REQUIREMENTS ARE SET FORTH ON THE REVERSE HEREON. *****INDEPENDENT CONTRACTOR CLAUSE***** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PERSONNEL FURNISHED BY SELLER TO PERFORM THE SERVICES						

DELPHI THERMAL & INTERIOR SYS.
 DELPHI CORPORATION
 TROY ENGINEERING CENTER
 1401 CROOKS RD.
 TROY, MI 48084-7106
 US

SHIP TO:

DELPHI THERMAL & INTERIOR
 ATTN: KARYN BLAKELY
 M/C 115 PH:248-655-0804
 1401 CROOKS RD.
 TROY, MI 48084
 US

INVOICE TO:

VENDOR NUMBER 13-947-0009
 MSX INTERNATIONAL INC
 1950 CONCEPT DR
 WARREN MI 48091-1385
 TO:

This order is not binding until accepted. Acceptances should be executed on acknowledgment copy which should be returned to Buyer.
 On the reverse side herof are the terms and conditions to which Seller agrees by acceptance of this order.
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PURCHASE PAGE 4
ORDER: FDS82782

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 Invoice Attn: Accounts Payable
 Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE: 07/11/05
 ALTERNATION ISSUE DATE: EC
 ALTERNATION EFFECTIVE DATE: BUYER
 PHONE: 248-655-0715
 VL MCGRATH
 PURCHASING AGENT

SHIP VIA
SUPPLIER DELIVERY

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEASURE
				DESCRIBED IN THIS PURCHASE ORDER SHALL BE AND REMAIN SELLER'S EMPLOYEES OR APPROVED SUB-CONTRACTORS, AND UNDER NO CIRCUMSTANCES ARE SUCH EMPLOYEES TO BE CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE SELLER AND THE BUYER AT ALL TIMES						
				SELLER ACKNOWLEDGES AND AGREES THAT BUYER'S GENERAL TERMS AND CONDITIONS ARE INCORPORATED IN, AND A PART OF, THIS CONTRACT AND EACH PURCHASE ORDER, RELEASE, REQUISITION, WORK ORDER, SHIPPING INSTRUCTION, SPECIFICATION AND OTHER DOCUMENT ISSUED BY BUYER OR ACCEPTED IN WRITING BY BUYER, WHETHER EXPRESSED IN WRITTEN FORM OR BY ELECTRONIC DATA INTERCHANGE, RELATING TO THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS CONTRACT (SUCH DOCUMENTS ARE COLLECTIVELY REFERRED TO AS THIS "CONTRACT"). A COPY OF BUYER'S GENERAL TERMS AND CONDITIONS IS AVAILABLE UPON WRITTEN REQUEST TO BUYER OR VIA THE INTERNET AT DELPHI'S WEBSITE, DELPHI.COM SELLER						

DELPHI THERMAL & INTERIOR SYS.
 DELPHI CORPORATION
 TROY ENGINEERING CENTER
 1401 CROOKS RD.
 TROY, MI 48084-7106

SHIP TO: US
 DELPHI THERMAL & INTERIOR
 ATTN: KARYN BLAKELY
 M/C 115 PH:248-655-0804
 1401 CROOKS RD.
 TROY, MI 48084

INVOICE TO: US
 VENDOR NUMBER 13-947-0009
 MSX INTERNATIONAL INC
 1950 CONCEPT DR
 WARREN MI 48091-1385

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
 The terms and conditions of this order, including the terms and conditions of the contract, shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
 If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE PAGE 5

ORDER: FDS82782

DELPHI THERMAL & INTERIOR SYS.

DELPHI CORPORATION
TROY ENGINEERING CENTER
1401 CROOKS RD.
TROY, MI 48064-7106

US

DELPHI THERMAL & INTERIOR
ATTN: KARYN BLAKELY
M/C 115 PH:248-655-0804
1401 CROOKS RD.
TROY, MI 48064

INVOICE TO:

US

VENDOR NUMBER 13-947-0009
MSX INTERNATIONAL INC.
1950 CONCEPT DR
WARREN MI 48091-1385

TO:

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 07/11/05	PHONE: 248-655-0715
ALTERATION ISSUE DATE	VL MCGRATH
ALTERATION EFFECTIVE DATE	EC
PURCHASING AGENT	

SHIP VIA SUPPLIER DELIVERY

DESTINATION UNLESS OTHERWISE INDICATED

SP

2ND DAY OF 2ND MONTH

NET

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE UNIT MULTIPLE MEAS
				ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS BUYER'S GENERAL TERMS AND CONDITIONS. IF SELLER ACCEPT THIS CONTRACT IN WRITING OR COMMENCES ANY OF THE WORK OR SERVICES WHICH ARE THE SUBJECT OF THIS CONTRACT, SELLER WILL BE DEEMED TO HAVE ACCEPTED THIS CONTRACT AND BUYER'S GENERAL TERMS AND CONDITIONS IN THEIR ENTIRETY WITHOUT MODIFICATION. ANY ADDITIONS TO, CHANGES IN, MODIFICATIONS OF, OR REVISIONS OF, THIS CONTRACT (INCLUDING BUYER'S GENERAL TERMS AND CONDITIONS) WHICH SELLER PROPOSES WILL BE DEEMED TO BE REJECTED BY BUYER EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.					
				TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.					

1005599 USER VICKI L MC GRATH

ORIGINAL

LAST PAGE

SMDL03 01/15/2003